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Honorable Bruce A. Markell  
United States Bankruptcy Judge

4 Entered on Docket  
March 26, 2013

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6 TIFFANY & BOSCO, P.A.  
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14 Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP, FKA  
15 Countrywide Home Loans Servicing, LP  
16 12-78520

17 **UNITED STATES BANKRUPTCY COURT**

18 **DISTRICT OF NEVADA**

|   |                   |
|---|-------------------|
| In Re:                                    | BK-S-12-20802-bam |
| Eduardo Martinez-Sanchez and Ana Martinez | Chapter 13        |
| Debtors.                                  |                   |

19 **ORDER APPROVING STIPULATION CLARIFYING PLAN TREATMENT OF**  
**PROPERTY LOCATED AT 2253 MCCOIG AVE., LAS VEGAS, NV 89119**

20 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Stipulation between  
21 secured creditor and debtors for collateral valuation, a copy of which is attached hereto as  
22 Exhibit "1", is hereby entered as an Order of the Court.

23 IT IS SO ORDERED.

24 Submitted by:  
25 TIFFANY & BOSCO, P.A.

26 By:  
27 Gregory L. Wilde, Esq.  
28 Attorney for Secured Creditor

1 **TIFFANY & BOSCO, P.A.**

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9 Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP, FKA Countrywide

10 Home Loans Servicing, LP

11 12-78520

12 **UNITED STATES BANKRUPTCY COURT**13 **DISTRICT OF NEVADA**

|    |   |   |
|----|---|---|
| 10 | In Re:                                    | BK-S-12-20802-bam                       |
| 11 | Eduardo Martinez-Sanchez and Ana Martinez | <i>March</i><br>Date: February 21, 2013 |
| 12 |   | Time: 3:15pm                            |
| 13 | Debtors.                                  | Chapter 13                              |

14 **STIPULATION BETWEEN SECURED CREDITOR AND DEBTORS**  
**RE: MOTION TO VALUE COLLATERAL PROPERTY**

15 IT IS HEREBY STIPULATED by and between Secured Creditor, Bank of America, N.A.,  
 16 Successor by Merger to BAC Home Loans Servicing, LP, FKA Countrywide Home Loans Servicing,  
 17 LP, (hereinafter, "Secured Creditor") through its counsel, Gregory L. Wilde, Esq. of the law firm of  
 18 Tiffany & Bosco, P.A., and Debtors Eduardo Martinez-Sanchez and Ana Martinez, through their counsel,  
 19 Narrah F. Newark, Esq., as follows:

20 1. That the value of the property generally described as 2253 Mccoy Ave., Las Vegas, NV  
 21 89119 (hereinafter "subject property") and legally described as follows:

22 23 24 25 26 **LOT THIRTY SIX (36) IN BLOCK SIX (6) OF GRANTBILT SUBDIVISION UNIT NO.3 AS  
 SHOWN BY MAP THEREOF ON FILE IN BOOK 13, OF PLATS, PAGE 33, IN THE  
 OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. APN# 162-26-  
 615-0-6.**

1 shall be adjudicated to \$83,000.00 for the purposes of bifurcating the claim of secured creditor, Bank of  
2 America, N.A., Successor by Merger to BAC Home Loans Servicing, LP, FKA Countrywide Home  
3 Loans Servicing, LP.

4 2. That pursuant to the standard of *In Re Enewall*, the crammed-down value agreed to  
5 above shall be paid in full by the Debtors through the plan and during the 60 month life of the plan, with  
6 *equal monthly payments* of \$1,575.84. Should the Debtors fail to pay the entire crammed-down value  
7 within that time, the Debtors will be responsible for the entire amount due under the original Note and  
8 Deed of Trust.

9 3. That the Debtors will pay 5.25% interest on the crammed-down value.

10 4. That in addition to the payments necessary to satisfy the cram down within the life of the  
11 Chapter 13 Plan, the Debtors shall also maintain an escrow account with Secured Creditor in connection  
12 with the Loan for the insurance and property taxes on the subject property. The current monthly escrow  
13 payment may change as escrow needs are reanalyzed over the remaining life of the loan.

14 5. That the Debtors shall file an amended Chapter 13 Plan providing for the additional terms  
15 listed above, within 10 days of the entry of this Order and that to the extent of any inconsistency  
16 between the terms of this Order and the terms in any Chapter 13 Plan, the terms of this Order control.

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1 6. That the terms and conditions of this Stipulation will be deemed null and void if the instant  
2 Chapter 13 case is dismissed or converted to any other Chapter or if Debtors move into subject property.

3 IT IS SO STIPULATED.

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5 Submitted by:

6 Tiffany & Bosco, P.A.

7 **/S/GREGORY L. WILDE**

8 \_\_\_\_\_  
9 Gregory L. Wilde, Esq.  
Attorney for Secured Creditor

10 APPROVED / DISAPPROVED  
11 \_\_\_\_\_  
12 DATE: March 26, 2013

13 \_\_\_\_\_  
14 Narrah F. Newark, Esq.  
Attorney for Debtors

15 APPROVED / DISAPPROVED  
16 \_\_\_\_\_  
17 DATE: March 26, 2013

18 \_\_\_\_\_  
19 Kathleen A. Beavitt  
20 Chapter 13 Trustee

21 APPROVED / DISAPPROVED  
22 \_\_\_\_\_  
23 DATE: 3-25-13

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